

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: August 27, 2010



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Randolph J. Haines

RANDOLPH J. HAINES
U.S. Bankruptcy Judge

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10-20117

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

IN RE:

Eric Lee Smith and Mary Elizabeth Smith
Debtors.

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Home Mortgage, Inc.

Movant,

vs.

Eric Lee Smith and Mary Elizabeth Smith, Debtors,
William E. Pierce, Trustee.

Respondents.

No. 0:10-BK-22623-RJH

Chapter 7

ORDER

(Related to Docket #12)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated January 16, 2002 and recorded in the office of the
3 County Recorder wherein Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage,
4 Inc. is the current beneficiary and Eric Lee Smith and Mary Elizabeth Smith have an interest in, further
5 described as:

6 LOT THIRTY SEVEN (37), BLOCK SIX (6), RIVER ROAD CITY, TRACT 102
7 2ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY
8 RECORDER OF MOHAVE COUNTY, ARIZONA, RECORDED OCTOBER 11, 1966,
9 AT FEE NO. 14715.
10 EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN
11 INSTRUMENT RECORDED IN BOOK 21 OF DEEDS, PAGE 444.

12 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
13 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
14 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
15 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
16 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

17 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
18 to which the Debtor may convert.
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